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RECEIVED
AUG 23 2 16 PM '78
BURLINGTON NORTHERN

8-225A061

I. G. C.
FEE OPERATION BR.
Frank Marrelli
Vice President-Law

NO.

Date.....

Fee \$.....

ICC Washington, D. C.

July 13, 1978

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 7701-A
Filed & Recorded

AUG 23 1978 - 2 25 PM

Dear Sirs:

INTERSTATE COMMERCE COMMISSION

Enclosed for filing, pursuant to Section 20c of the Interstate Commerce Act, are three counterparts of a supplemental agreement dated May 1, 1978 supplementing Burlington Northern Guaranteed C&S Equipment Trust of 1974.

A general description of the equipment covered by the enclosed supplements is as follows: cabooses, Pacific Car and Foundry Company, The Colorado and Southern Railway Company road Nos. 10652-10657, inclusive.

The agreement constituting Burlington Northern Guaranteed C&S Equipment Trust of 1974 was recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 6, 1974 and assigned recordation No. 7701.

The names and addresses of the parties to the supplemental equipment supplementing the above equipment trust are as follows:

Colorado National Bank of Denver, Trustee,
Lessor, Seventeenth Street at Champa, Denver,
Colorado 80202

The Colorado and Southern Railway Company,
20th Floor Executive Tower, 1405 Curtis Street,
Denver, Colorado 80202

Burlington Northern Inc., 176 East Fifth Street,
St. Paul, Minnesota 55101

Also enclosed is a check in the amount of \$10.00 payable to you as Secretary of the Commission covering recording of the attached supplemental agreement.

Please stamp one counterpart with the recordation data of the Commission and return it to the bearer of this letter, Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc., Ben Franklin Post Office, Washington, D.C. 20044.

Very truly yours,


James W. Becker

JWB:jt
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

8/23/78

OFFICE OF THE SECRETARY

**James W. Becker
Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U. S. C. 20(c), on **8/23/78** at **2:25pm** ,
and assigned recordation number(s) **7701-A**

Sincerely yours,

H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 7701-A Filed & Recorded

AUG 23 1978 -2 25 PM

Executed in 7 Counterparts
of which this is Counterpart
No. 1

~~INTERSTATE COMMERCE COMMISSION~~
BURLINGTON NORTHERN GUARANTEED C&S EQUIPMENT TRUST OF 1974

Supplemental Agreement

AGREEMENT dated as of the 1st day of May, 1978,
between Colorado National Bank of Denver, a national banking
association incorporated and existing under the laws of the
United States of America (hereinafter called the "Trustee"),
party of the first part, and The Colorado and Southern Railway
Company, a corporation duly organized and existing under the
laws of the State of Colorado (hereinafter called the "Company"),
party of the second part.

WHEREAS, by a certain Equipment Trust Agreement dated
as of November 1, 1974, (hereinafter called the "Agreement"),
executed by Colorado National Bank of Denver, Trustee and
Burlington Northern Inc., as Guarantor, and the Company, there
was established "Burlington Northern Guaranteed C&S Equipment
Trust of 1974"; and

WHEREAS, by the terms of Article IV of said Agreement,
the Trustee did lease to the Company the railroad equipment
described in Schedule A to said Agreement; and

WHEREAS, certain of the cars included in the Trust
Equipment so described have been destroyed by accident and the
Company pursuant to Section 4.7 of said Agreement, pending
replacement of such destroyed equipment, has deposited, in
cash, with the Trustee the fair value as of the date of
destruction of the Trust Equipment destroyed; and

WHEREAS, the Trustee, at the request of the Company, using the cash so deposited by the Company to the extent that the same is sufficient for that purpose, has purchased for replacement of said destroyed equipment six (6) cabooses bearing The Colorado and Southern Railway Company Road Nos. 10652-10657.

WHEREAS, pursuant to Section 4.9 of said Agreement the parties desire to subject said cabooses to the terms and conditions of said Agreement;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Section 4.7 of said Agreement dated as of the 1st day of November, 1974, the Trustee has let and leased, and does hereby let and lease, to the Company six (6) cabooses bearing The Colorado and Southern Railway Company Road Nos. 10652-10657, under and subject to all the terms and conditions of said Agreement dated as of the 1st day of November, 1974, and the Company does hereby agree to accept delivery and possession of said cabooses thereunder.

2. Said cars numbered 10652-10657 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Agreement in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Agreement, and shall be subject to all the terms and conditions of said Agreement.

3. It is understood and agreed that except as otherwise provided in said Agreement dated as of November 1,

1974, the title to and ownership of said The Colorado and Southern Railway Company cabooses numbered 10652-10657 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Agreement may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested,

as of the day and year first above written.

COLORADO NATIONAL BANK OF DENVER

By

Wm. W. W.
VICE PRESIDENT AND TRUST OFFICER

(SEAL)

ATTEST:

Wm. W. W.
Corporate Trust Officer

THE COLORADO AND SOUTHERN RAILWAY
COMPANY

By

Frank H. Coyne
Vice President, Finance

(SEAL)

ATTEST:

J. A. Hemmery
Assistant Secretary

The Guarantor hereby confirms its obligations under
Article VI of the Agreement with respect to the equipment in-
cluded under this Supplemental Agreement.

BURLINGTON NORTHERN INC.

(SEAL)

ATTEST:

J. A. Hemmery
Assistant Secretary

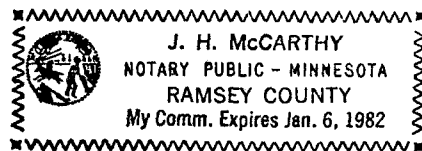
By

Frank H. Coyne
Executive Vice President-
Finance and Administration

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

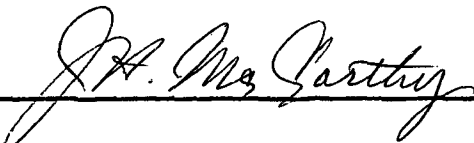
On this 23rd day of June, 1978, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn, says that he is an Executive Vice President-Finance and Administration of Burlington Northern Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

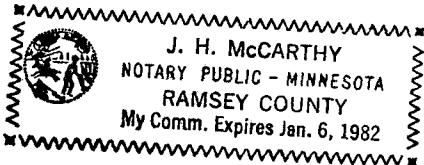
J. H. McCarthy



STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 23rd day of June , 1978, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn says that he is a Vice President, Finance of The Colorado and Southern Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.





STATE OF Colorado)
)
COUNTY OF Denver) ss

On this 30th day of June , 1978, before
me personally appeared Charles E. Henry , to me personally
known, who being by me duly sworn, says that he is a
~~XXXXX~~ Trust Officer of Colorado National Bank of Denver,
that the seal affixed to the foregoing instrument is the
corporate seal of said association; that said instrument was
signed and sealed on behalf of said association by authority
of its Board of Directors, and he acknowledged that the exe-
cution of the foregoing instrument was the free act and deed
of said association.

My Commission Expires July 5, 1984

Lawrence K. Knapka
Notary Public